

From: James H. (Jim) Cossitt
To: "Trent Gardner"; Karen D'sa
Cc: jwomack@jvwlaw.com; Lynsey Ross (llund@jvwlaw.com)
Subject: RE: Womack v. Schneider, AP 17-21 / settlement offer accepted buy Schneider's
Date: Tuesday, January 16, 2018 15:45:00

Trent, I have received informed consent from both clients to settle this case on the terms below and they accept the trustee's offer of 1/9/18 per section 28-2-504 MCA.

I assume:

1. a Motion to Approve Compromise Settlement will be drafted and filed in the main case (I would like to review before it is filed);
2. a notice of same in the adversary case ?
3. a motion to vacate the scheduling order in the adversary case OR we agree to ignore it (I have discovery due to your client) while the approval process is ongoing;

On an unrelated matter, I understand there is a Harley Davidson motorcycle that needs turned over or the trustee needs to take possession of and it is located in SoCal. Is it possible for Joe to just hire a dealer down there to take possession of and sell the thing ?

I think that covers the issues, please confirm and let me know your views on the above. Thanks,

Best, *Jim*

JAMES H. (JIM) COSSITT, ATTORNEY & COUNSELLOR AT LAW

Board Certified, Business & Consumer Bankruptcy Law, American Board of Certification

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From: Trent Gardner

Sent: Tuesday, January 09, 2018 2:49 PM

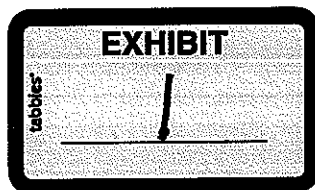
To: 'James H. (Jim) Cossitt' <jhc@cosittlaw.com>; Karen D'sa <karendsa@goetzlawfirm.com>

Cc: jwomack@jvwlaw.com; Lynsey Ross (llund@jvwlaw.com) <llund@jvwlaw.com>

Subject: RE: Womack v. Schneider, AP 17-21 / settlement offer #3

Jim,

Thank you for your counteroffer and comments. The Trustee counters as follows:



1. The Estate will keep \$60,000.00 total from the KBS proceeds (this number includes the \$3,985.73) and the remainder (\$19,714.55) will be paid to Schneider Management.
2. Items 2-7 are acceptable. *[James H. (Jim) Cossitt]* now 1-6

I look forward to getting this done.
Geddes, P.C.

Trent M. Gardner, Goetz, Baldwin &

1. Adversary #17-21 is dismissed with prejudice;
2. My clients agree not to file an Administrative Expense claim for the costs outlined above;
3. This settlement satisfies in full all \$ obligations of all of the Schneider Parties (defined in the settlement agreement) to the estate;
4. This settlement and the dismissal have no impact on the validity and enforceability of the settlement agreement (if future undisclosed assets are discovered, the settlement agreement governs them);
5. Womack and the estate agree my clients have fulfilled the obligations of the settlement agreement (reserving issues as to any future discovered undisclosed assets); and
6. The Trustee/Estate has no further claims against *[James H. (Jim) Cossitt]* my clients other than performance of obligations under the settlement agreements.